

# FLORIDA FOREVER FUNDING AGREEMENT

BETWEEN  
THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
LEON COUNTY  
FOR  
THE KILLEARN LAKES RESTORATION PROJECT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes, as amended, for itself, hereinafter collectively referred to as the "DISTRICT," and LEON COUNTY, hereinafter referred to as the "GRANTEE."

WITNESSETH:

WHEREAS, the DISTRICT has been allocated funding under the Florida Forever program to implement projects consistent with the Florida Forever Act [Section 259.105(4), Florida Statutes (F.S.)] and the Florida Forever Water Management District Work Plan (Section 373.199, F.S.); and

WHEREAS, up to 50% of the DISTRICT's Florida Forever funding may be used for implementation of capital improvement projects; and

WHEREAS, the DISTRICT has made a portion of its Florida Forever Funding available to local governments and other eligible government entities through a competitive grant and procurement process; and

WHEREAS, the DISTRICT is authorized under 373.083(1), Florida Statutes to contract with public agencies; and

WHEREAS, the GRANTEE has proposed implementation of the Killearn Lakes restoration project within the Lake Jamonia and Ochlockonee River and Bay watershed; and

WHEREAS, the proposed project is consistent with and will help in achieving the goals of the Florida Forever Act; and

WHEREAS, the District recognizes that the Killearn Lakes restoration project and all construction aspects of the project will be completed by the Killearn Lakes Homeowners Association or its contractors with the GRANTEE acting as Project Manager.

NOW, THEREFORE, in consideration of mutual covenants and conditions contained herein, the parties mutually agree as follows:

1. The GRANTEE, in accordance with Attachment 1, "Killearn Lakes Restoration Statement of Work," and consistent with the Florida Forever Grant Application for said project, will implement and complete the Killearn Lakes Restoration Project, as Project Manager. All construction aspects of the project will be performed and completed by the Killearn Lakes Homeowners Association or its contractor(s). Should there exist any inconsistency between this Agreement and any Exhibits hereto, they shall be resolved in favor of the following precedential order: 1) Construction Indemnification Agreement; 2) Attachment 1; 3) Florida Forever Competitive Grant Program Application. DISTRICT grant funds shall be used only for construction aspects of the project. Expenditures for staffing, travel, lobbying, design, permitting, surveying, land acquisition, and any other non-construction activities shall be disallowed.
2. As consideration for this AGREEMENT, the DISTRICT shall provide, on a cost-reimbursement basis, payment to the GRANTEE for satisfactory completion of project tasks as set forth in this AGREEMENT and submission of an invoice by the GRANTEE. All invoices must be submitted with supporting documentation and in detail sufficient for the proper pre-audit and post-audit thereof. Payments for partial task completion may be made on a not-more-frequently than quarterly basis following successful completion of qualified construction activities and successful site inspection. All invoices must be submitted with supporting documentation and in detail sufficient for the proper pre-audit and post-audit thereof.
3. The amount of grant funding provided to the GRANTEE by the DISTRICT for implementation of the proposed project identified herein will in no event exceed the lesser amount of three hundred thirty-two thousand and 00/100 dollars (\$332,000.00) or the actual cost of the project activities designated for DISTRICT grant funding, in accordance with the Grant Project Budget Table in Attachment 1. All invoices shall clearly indicate the costs of the specific project construction activities for which DISTRICT funds are being requested. Payment shall be rendered to the GRANTEE within thirty (30) days of approval of an appropriate invoice. Such approval by the DISTRICT shall not be unreasonably withheld.
4. ~~The GRANTEE shall be~~ DISTRICT recognizes that the GRANTEE shall require the Killearn Lakes Homeowners Association to be contractually responsible for securing any subcontractor support or other services for and associated with implementation of the project identified herein. No agency shall deny any contractor, firm, or individual a fair opportunity to compete in the public procurement of commodities and services based on race, national origin, gender, religion, or physical disability, which for purposes of Florida law constitutes prohibited discrimination.
5. ~~The GRANTEE shall be~~ DISTRICT recognizes that the GRANTEE shall require the Killearn Lakes Homeowners Association to be contractually responsible for obtaining all permits, authorizations and approvals required by federal, state, regional, and local authorities, and shall be responsible for implementation, operation and maintenance of the project in accordance with all applicable permits.

6. The ~~GRANTEE agrees to~~ DISTRICT recognizes that the GRANTEE shall require the Killearn Lakes Homeowners Association to be contractually responsible to construct, own (or secure appropriate perpetual easement to protect the project from future activities of landowners), operate (as applicable) , and maintain all facilities and/or restoration sites developed or improved pursuant to this AGREEMENT.
7. The GRANTEE shall notify the DISTRICT at least 72 hours prior to the start of construction of any project or project phase that utilizes DISTRICT grant funds.
8. The ~~DISTRICT Parties~~ shall ~~solely~~ determine whether the project tasks have been satisfactorily completed as required under the AGREEMENT.
9. The GRANTEE shall recognize the DISTRICT as a primary funding sponsor on all signs, reports, publications, press releases, or other publication, and at any public event or ceremony related to the project. The GRANTEE shall provide at least seven days prior notice of any press release, public event, or ceremony related to the project and shall allow DISTRICT staff to review and edit applicable wording of any press release, report, signage, or other publication. The DISTRICT will provide DISTRICT logo stickers and graphics for project information signs and published materials.
10. This AGREEMENT constitutes the entire AGREEMENT between the DISTRICT and the GRANTEE and may be amended only in writing, signed by both the DISTRICT and GRANTEE.
11. Upon written order designated to be an amendment by the DISTRICT, both parties may agree that additional work shall be undertaken within the general scope of this AGREEMENT.
12. This AGREEMENT shall remain in effect for **twelve (12) months** from the date of execution, and may be extended only in writing, signed by both the DISTRICT and GRANTEE.
13. Failure of the GRANTEE to fulfill the requirements of this AGREEMENT may result in termination of the AGREEMENT by the DISTRICT upon at least 30 days written notice.
14. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the GRANTEE to allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this AGREEMENT.
15. The DISTRICT may assign tasks associated with the management and administration of this AGREEMENT to a third-party contractor. However, all final decisions, approvals, changes, authorizations, and invoices associated with this AGREEMENT must be received in writing from the DISTRICT Project Manager.

16. The DISTRICT shall have no liability or responsibility to the GRANTEE, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the GRANTEE and its contractors or any other person or entity associated with the project as a result of, or arising out of, the GRANTEE's use of DISTRICT funds.
17. To the extent required by law, the ~~GRANTEE DISTRICT~~ recognizes that the GRANTEE shall contractually require the Killearn Lakes Homeowners Association to ~~shall~~ require contractors to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
18. Projects implemented with grant funding provided through this AGREEMENT shall not be used to accomplish mitigation for, or to correct damages incurred, or those that may potentially occur, due to permit violations or to otherwise satisfy permit conditions for pre-existing wetland or water resource impacts.
19. Funds provided by this AGREEMENT shall not be used to provide or offset stormwater quality or quantity treatment that is, or would be, required pursuant to Chapter 62-25, Florida Administrative Code. Excess capacity (if any) in stormwater treatment facilities constructed through this AGREEMENT shall be used to provide enhanced water quality treatment and shall not be used to address any permitting requirements of new development or redevelopment.
20. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
21. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
22. This AGREEMENT is subject to the availability of funds anticipated at the time of execution. However, the failure of the DISTRICT to provide such grant funding in accordance with paragraph 3 herein shall constitute a breach of this Agreement.

23. Notices provided for in this AGREEMENT shall be delivered to the GRANTEE by delivery to the GRANTEE Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

LEON COUNTY	NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Tony Park Director, Leon County Public Works Leon County Public Works 2280 Miccosukee Road Tallahassee, FL 32308 Phone: (850) 488-8003 Fax: (850) 488-1260 Email: <a href="mailto:tonyp@mail.co.leon.fl.us">tonyp@mail.co.leon.fl.us</a>	Paul Thorpe Section Director, Resource Planning Northwest Florida Water Management District 81 Water Management Drive Havana, Florida 32333-4712 Phone: (850) 539-5999 Fax: (850) 539-2777 Email: <a href="mailto:Paul.Thorpe@nwfwmd.state.fl.us">Paul.Thorpe@nwfwmd.state.fl.us</a>

24. INDEMNIFICATION:

The District recognizes that the grantee shall require the Contractor to indemnify and hold harmless the County and the District from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
DOUGLAS E. BARR,  
Executive Director

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
CLIFF THAELL, Chairman  
of the Board of County Commissioners

**ATTESTED TO:**

By: \_\_\_\_\_  
ROBERT B. INZER, Clerk  
Leon County, Florida

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
HERBERT W.A. THIELE, Esq.  
COUNTY ATTORNEY